

**MUTUAL NONDISCLOSURE  
AND  
CONFIDENTIALITY AGREEMENT**

THIS MUTUAL NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT (hereafter called the "Agreement") is made this 8 day of June, 1994, by and between Navi Soft (hereafter called "Company"), and WAIS Inc. (hereafter called "WAIS").

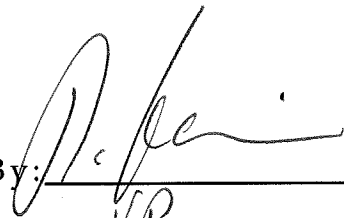
1. Company and WAIS intend to enter into discussions and negotiations which may or may not result in a license between Company and WAIS. In the course of conducting such activities, certain Confidential Information (as hereinafter defined) of Company and/or WAIS shall be shared and disclosed to the other party, its employees, officers, directors and agents.
2. Company and WAIS agree that neither shall disclose to any person, other than its own employees, officers, directors or agents having a reasonable need to know same, any Confidential Information (as hereinafter defined) that has been disclosed to it by the other party, directly or indirectly, nor use same in any way, either during the term of this Agreement or at any time thereafter.
3. For purposes of this Agreement, "**Confidential Information**" shall mean information that is proprietary to the disclosing party and is not generally known to the public or cannot be obtained other than through the party disclosing same. Confidential Information includes, but is not limited to, financial information, customer lists, trade secrets consisting of software programs and related data, formulae, records and specifications. Confidential Information that subsequently becomes public information as a result of the actions of the party disclosing same pursuant to this Agreement shall thereupon no longer be considered confidential for purposes of this Agreement.
4. Company and WAIS agree to exercise reasonable diligence in maintaining all Confidential Information secret and confidential. "**Reasonable Diligence**" for the purposes of this Agreement is hereby defined to be the same degree of care which either party exercises relative to information owned by that party which it desires to maintain secret and confidential.
5. All files, records, documents, drawings, specifications and similar items relating to the business of either party hereto, any copies thereof,

shall remain the exclusive property of the party disclosing same and upon demand or termination of this Agreement shall be immediately returned to said party.

6. Company and WAIS agree that money damages would not be a sufficient remedy for any breach of this Agreement and that, in addition to all other remedies, the disclosing party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach. Company and WAIS agree to be responsible for any breach of this Agreement by any of their respective employees, officers, directors or agents.
7. This agreement shall expire three years from its date of signature, unless explicit arrangements are made to the contrary.

**Company:**

**WAIS Inc.**

By: 

Title: VP.

By: 

Title: President